

Procurement and Contracts
800 SW Jackson, Ste 600
Topeka, KS 66612-1216



Phone: (785) 296-2376
Fax: (785) 296-7240
www.da.ks.gov/purch

Mark J. McGivern, Interim Secretary

Sam Brownback, Governor

REQUEST FOR PROPOSAL (RFP)

Bid Event Number:	EVT0002218
Requisition ID:	000000591
Document Number:	RFX0000384
Replaces Contract:	NEW
Date Mailed:	March 28, 2013
Closing Date:	May 2, 2013, 2:00 PM
Procurement Officer:	Tami Sherley Telephone: 785-296-3122 E-Mail Address: tami.sherley@da.ks.gov Web Address: http://da.ks.gov/purch
Item:	Multi-Systemic Therapy for Juvenile Offenders
Agency:	Kansas Juvenile Justice Authority
Period of Contract:	July 1, 2013 through June 30, 2014 (with the option to renew for four (4) additional one (1) year periods)
Guarantee:	No Monetary Guarantee Required
Scope:	This contract will provide MST services for juvenile offenders, who otherwise would be placed outside of their home pursuant to the dispositional orders of the Court. Target population is moderate to high risk juvenile offenders and their families who are subject to jurisdiction in the 29 th judicial district (Wyandotte County).

Event Number EVT0002218 was recently posted to the Procurement and Contracts Internet website.
The document can be downloaded by going to the following website:

<http://www.da.ks.gov/purch/Contracts/bids.aspx>

It shall be the bidder's responsibility to monitor this website on a regular basis for any changes/amendments.

SIGNATURE SHEET

Item: Multi-Systemic Therapy (MST) for Juvenile Offenders

Agency: Kansas Juvenile Justice Authority

Closing Date: May 2, 2013

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

Tax Number _____

CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. DO NOT enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Division of Purchases at a later date.

E-Mail _____

Signature _____ Date _____

Typed Name _____ Title _____

In the event the **contact for the bidding process** is different from above, indicate contact information below.

Bidding Process Contact Name _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

E-Mail _____

If **awarded a contract and purchase orders** are to be directed to an address other than above, indicate mailing address and telephone number below.

Award Contact Name _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

E-Mail _____

1. INSTRUCTIONS

1.1. Bid Event ID / Reference Number:

The Bid Event ID / RFP number, indicated in the header of this page, as well as on the first page of this proposal, has been assigned to this RFP and MUST be shown on all correspondence or other documents associated with this RFP and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the procurement officer reflected on Page 1 of this proposal. There shall be no communication with any other State employee regarding this RFP except with designated state participants in attendance ONLY DURING:

- Negotiations
- Contract Signing
- as otherwise specified in this RFP.

Violations of this provision by bidder or state agency personnel may result in the rejection of the proposal.

1.2. Negotiated Procurement:

This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award will be made by the Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees):

- Secretary of Department of Administration;
- Director of Purchases, Department of Administration; and
- Head of Using Agency

1.3. Appearance Before Committee:

Any, all or no bidders may be required to appear before the PNC to explain the bidder's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from bidders as needed. If information is requested, the PNC is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to the PNC, subject to a specified cut off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut off time will be considered part of the bidder's revised offer.

No additional revisions shall be made after the specified cut off time unless requested by the PNC.

1.4. Cost of Preparing Proposal:

The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.

1.5. Preparation of Proposal:

Prices are to be entered in spaces provided on the cost proposal form if provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The PNC has the right to rely on any prices provided by bidders. The bidder shall be responsible for any mathematical errors. The PNC reserves the right to reject proposals which contain errors.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID / RFP number and closing date.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other bidder, competitor or public officer/employee.

Technical proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

1.6. Signature of Proposals:

Each proposal shall give the complete legal name and mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the bidder's tax number.

1.7. Acknowledgment of Amendments:

All bidders shall acknowledge receipt of any amendments to this RFP by returning a signed hard copy with the bid. Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this RFP shall be issued only by Procurement and Contracts in writing.

1.8. Modification of Proposals:

A bidder may modify a proposal by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.

1.9. Withdrawal of Proposals:

A proposal may be withdrawn on written request from the bidder to the Procurement Officer at Procurement and Contracts prior to the closing date.

1.10. Competition:

The purpose of this RFP is to seek competition. The bidder shall advise Procurement and Contracts if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by Procurement and Contracts no later than five (5) business days prior to the bid closing date. The Director of Purchases reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP.

1.11. Evaluation of Proposals:

Award shall be made in the best interest of the State as determined by the PNC or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:

- Cost. Bidders are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. The State reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.
- Adequacy and completeness of proposal
- Bidder's understanding of the project
- Compliance with the terms and conditions of the RFP
- Experience in providing like services
- Qualified staff
- Methodology to accomplish tasks
- Response format as required by this RFP

1.12. Acceptance or Rejection:

The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.

1.13. Proposal Disclosures:

At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested bidders or their representatives may be present at the announcement at the following location:

Kansas Department of Administration
Procurement and Contracts
800 Jackson Street, Suite 600
Topeka, KS 66612-1216

Bid results will not be given to individuals over the telephone or email. Results may be obtained after contract finalization by obtaining a bid tabulation from Procurement and Contracts by sending (do not include with bid):

- A check for \$3.00, payable to the State of Kansas

- A self-addressed, stamped envelope
- Bid Event ID Number

Send to:

Kansas Department of Administration
Procurement and Contracts
Attention: Bid Results/Copies
800 Jackson Street, Suite 600
Topeka, KS 66612-1216

Copies of individual proposals may be obtained under the Kansas Open Records Act by sending an email to janet.miller@da.ks.gov or calling 785-296-0002 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

1.14. Disclosure of Proposal Content and Proprietary Information:

All proposals become the property of the State of Kansas. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. (<http://da.ks.gov/purch/KSOpenRecAct.doc>) No proposals shall be disclosed until after a contract award has been issued. The State reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided as separate from the main proposal. Pricing information is not considered proprietary and the bidder's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The bidder shall provide detailed written documentation justifying why this material should be considered "Proprietary". Procurement and Contracts reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

The State of Kansas does not guarantee protection of any information which is not submitted as required.

1.15. Exceptions:

By submission of a response, the bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions".

1.16. Notice of Award:

An award is made on execution of the written contract by all parties.

2. PROPOSAL RESPONSE

2.1. Submission of Proposals:

Bidder's proposal shall consist of:

- One (1) original and four (4) copies of the Technical Proposal, including the signed Event Details document, applicable literature and other supporting documents;
- One (1) original and four (4) copies of the cost proposal including the signed Event Details document,
- Two (2) electronic / software version(s) of the technical and cost proposals are required. This shall be provided on CD or flash drive, in Microsoft® Word or Excel. Technical and cost responses shall be submitted on separate media.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID number and closing date.

Bidder's proposal, sealed securely in an envelope or other container, shall be received no later than 2:00 p.m., Central Time, on the closing date, addressed as follows:

Kansas Department of Administration
Procurement and Contracts
Bid Event ID: EVT0002218
Closing Date: May 2, 2013
800 Jackson Street, Suite 600
Topeka, KS 66612-1216

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

Faxed, e-mailed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. The State shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

2.2. Proposal Format:

Bidders are instructed to prepare their Technical Proposal following the same sequence as this RFP.

2.3. Transmittal Letter:

All bidders shall respond to the following statements:

- (a) the bidder is the prime contractor and identifying all subcontractors;
- (b) the bidder is a corporation or other legal entity;
- (c) no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
- (d) the bidder does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
- (e) no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
- (f) the bidder presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
- (g) the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;
- (h) whether there is a reasonable probability that the bidder is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the bidder which would relate to the performance of this contract. If the statement is in the affirmative, the bidder is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the State and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the bidder will obtain a similar certification and authorization and failure to do so will constitute grounds for termination for cause of the contract at the option of the State;
- (i) bidder agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the RFP, contract or modification shall be accompanied by reductions in state payments to Contractor; and
- (j) the bidder has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract for cause and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

2.4. Bidder Information:

The bidder must include a narrative of the bidder's corporation and each subcontractor if any. The narrative shall include the following:

- (a) date established;
- (b) ownership (public, partnership, subsidiary, etc.);
- (c) number of personnel, full and part time, assigned to this project by function and job title;
- (d) resources assigned to this project and the extent they are dedicated to other matters;
- (e) organizational chart;
- (f) financial statement may be required.

2.5. Qualifications:

A description of the bidder's qualifications and experience providing the requested or similar service, including resumes of personnel assigned to the project stating their education and work experience, shall be submitted with the Technical Proposal. The bidder must be an established firm recognized for its capacity to perform. The bidder must have sufficient personnel to meet the deadlines specified in the RFP.

2.6. Timeline:

A timeline for implementing services must be submitted with the bid.

2.7. Methodology:

Bidders shall submit with the bid, a detailed explanation of the methodology for implementing services.

2.8. References:

Provide three (3) references who have purchased similar items or services from the bidder in the last two (2) year(s). References shall show firm name, contact person, address, e-mail address and phone number. Bidder's employees and the buying agency shall not be shown as references.

3. TERMS AND CONDITIONS

3.1 Contract Documents:

This RFP, any amendments, the response and any response amendments of the Contractor, and the State of Kansas DA-146a (Contractual Provision Attachment) shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the RFP, including any and all amendments;
- and Contractor's written proposal submitted in response to the RFP as finalized.

3.2 Contract:

The successful bidder will be required to enter into a written contract with the State. The contractor agrees to accept the provisions of Form DA 146a (Contractual Provisions Attachment), which is incorporated into all contracts with the State and is incorporated into this RFP.

3.3 Contract Formation:

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful bidder.

3.4 Notices:

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Department of Administration
Procurement and Contracts
800 Jackson Street, Suite 600
Topeka, KS 66612-1216
RE: Bid Event ID Number (on page 1)

or to any other persons or addresses as may be designated by notice from one party to the other.

3.5 Termination for Cause:

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

3.6 Termination for Convenience:

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

3.7 Debarment of State Contractors:

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Contract may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes pursuant to K.S.A. 75-37,104.

3.8 Rights and Remedies:

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

3.9 Force Majeure:

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

3.10 Waiver:

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

3.11 Independent Contractor:

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

3.12 Staff Qualifications:

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

3.13 Subcontractors:

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

The State of Kansas requires tax clearance certificates for all subcontractors be submitted with the technical proposal, and that the bidder additionally provide subcontractor(s) legal company name, contact information and tax ID number (FEIN/TIN) as well.

3.14 Proof of Insurance:

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

3.15 Conflict of Interest:

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

3.16 Confidentiality:

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

3.17 Nondiscrimination and Workplace Safety:

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

3.18 Environmental Protection:

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

3.19 Hold Harmless:

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

3.20 Care of State Property:

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.

3.21 Prohibition of Gratuities:

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

3.22 Retention of Records:

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

3.23 Antitrust:

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust

laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

3.24 Modification:

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

3.25 Assignment:

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

3.26 Third Party Beneficiaries:

This contract shall not be construed as providing an enforceable right to any third party.

3.27 Captions:

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

3.28 Severability:

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

3.29 Governing Law:

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

3.30 Jurisdiction:

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

3.31 Mandatory Provisions:

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

3.32 Integration:

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

3.33 Immigration and Reform Control Act of 1986 (IRCA):

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

With the submission of this bid, the contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

Contractor will provide a copy of a signed Certification Regarding Immigration Reform and Control Form (<http://www.da.ks.gov/purch/CertificationImmigrationForm.doc>) with the technical proposal.

3.34 Worker Misclassification:

The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

3.35 Injunctions:

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

3.36 Statutes:

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

3.37 Federal, State and Local Taxes:

Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's price quotation. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

3.38 Accounts Receivable Set-Off Program:

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the

agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

3.39 Definitions:

A glossary of common procurement terms is available at <http://da.ks.gov/purch>, under "Purchasing Forms".

3.40. Indefinite Quantity Contract:

This Request is for an open-ended contract between a Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

3.41. HIPAA Confidentiality:

Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement

3.42. Off-Shore Sourcing:

Bidders shall disclose in their bid response the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside the United States.

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify Procurement and Contracts and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

3.43. On-Site Inspection:

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract. Submission of a proposal shall be construed as evidence that the bidder has made necessary examination, inspection and investigation. Failure to properly inspect the site may result in rejection of the bidder's response.

3.44. Experience:

All bidders shall have continuous active participation in the applicable industry, providing equipment/services comparable in size and complexity to those specified herein.

Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the bidder has completed.

~~3.45. Prices:~~

~~Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.~~

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~~3.46.~~3.45. Payment:

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the Contractor's response.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

~~3.47.~~3.46. Demonstration Requirements:

A demonstration of the selected devices/equipment/solution for the using agencies may be required before final contract approval. The State of Kansas reserves the right to request said devices/equipment/solution fully configured/operational for testing, which shall be furnished at no expense to the State within ten (10) days after receipt of request. Devices/equipment will be returned at the bidder's expense if not consumed during the evaluation process.

~~3.48.~~3.47. Materials and Workmanship:

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or contractor fault.

~~3.49.~~3.48. Industry Standards:

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

3.50-3.49. Implied Requirements:

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the bidder's response.

3.51-3.50. Acceptance:

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

3.52-3.51. Ownership:

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

3.53-3.52. Data:

Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by the State.

3.54-3.53. Certification of Materials Submitted:

The response to this RFP, together with the specifications set forth herein and all data submitted by the bidder to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

3.55-3.54. Inspection:

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

3.56-3.55. New Materials, Supplies or Equipment:

Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

3.57-3.56. Bidder Contracts:

Bidders must include with their RFP response, a copy of any contracts, agreements, licenses, warranties, etc. that the bidder would propose to incorporate into the any contract generated from this Bid Event. (State of Kansas form DA-146a remains a mandatory requirement in all contracts.)

~~3.58,3.57.~~ **Transition Assistance:**

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

~~3.59,3.58.~~ **Award:**

Award will be by line item or group total, whichever is in the best interest of the State of Kansas.

4. SPECIFICATIONS

The State of Kansas is issuing this Request for Proposal to obtain competitive responses from potential vendors to deliver Multi-systemic Therapy (MST) services to juvenile offenders and their families in the 29th Judicial District (Wyandotte County) of Kansas and/or surrounding communities specified in section 4.6A.

4.1 Term of Contract:

The term of the contract shall be one (1) year with four (4) additional one (1) year renewal periods, by written agreement of the parties.

4.2 Kansas Juvenile Justice Authority (JJA) Project Timeline:

The bidder shall state agreement to an MST Program Start date (i.e. services to youth/family begin) before August 14, 2013. Below is an anticipated schedule of activities. If delays are experienced due to actions of Procurement and Contracts or JJA, which cause a delay beyond August 14, 2013, the date can be extended upon the mutual agreement of bidder and JJA.

Activity	Target Completion Date
RFP Issue by Division of Purchasing	March 28, 2013
Bidder Questions to Division of Purchasing	April 11, 2013
State response to questions	April 18, 2013
RFP Bidder Response Due	May 2, 2013
Agency Review RFP Responses	May 17, 2013
Notice to Selected Vendor and contract finalization	June 3, 2013
Successful bidder activities to prepare for Program Start	August 14, 2013
Initial Referrals to Vendor by Wyandotte County	July 30, 2013
MST Program Start	August 14, 2013

4.3 Background and History:

The Kansas Juvenile Justice Authority (JJA) leads a broad-based state and local, public and private partnership to provide the state's comprehensive juvenile justice system. Juvenile offenders placed into the custody of the Commissioner of JJA are supervised by employees of eligible Boards of County Commissioners (BOCC) who work for the BOCC's designated Community Supervision Agency (CSA). Referrals and coordination of services will be between the staff of the CSA and the vendor. JJA will hold the contract, monitor performance, coordinate with the CSA and vendor, and where necessary be the party to decide or resolve unforeseen issues related to delivery of MST.

4.4 Purpose and Scope of Work:

The overriding goal of Multisystemic Therapy (MST) is to keep adolescents who have exhibited serious clinical problems (such as drug use, violence, severe criminal behavior) at home, in school, and out of trouble. MST targets youths who present with serious antisocial and problem behavior and with serious criminal offenses. The MST intervention is used on these adolescents by treating them within the environment that forms the basis of their problem behavior instead of in custody, removed from their natural ecology.

The Kansas juvenile justice system spends approximately \$32 million dollars annually for out of home placement of juvenile offenders, while historically making limited investment in maintaining juvenile offenders in their home. JJA seeks to implement MST and replicate results achieved in other jurisdictions across the nation, ultimately reducing reliance upon out of home placement and the associated cost. Successful implementation of this RFP will set a foundation for future projects in other judicial districts.

4.5 Program focus/brief overview:

Multisystemic Therapy is a family- and community-based treatment for youth with complex clinical, social, and educational problems (e.g., violence, drug abuse, school expulsion). Over a period of three to six months, MST is delivered in homes, neighborhoods, schools and communities by master's level professionals with low case loads. A crucial aspect of MST is its emphasis on promoting behavior change in the youth's natural environment. Initial family sessions identify the strength and weaknesses of the adolescent, the family, and their transactions with extra familial systems (e.g., peers, friends, school, parental workplace). Identified problems throughout the family are explicitly targeted for change, and the strengths of each system are used to facilitate such change. Although specific strengths and weaknesses can vary widely from family to family, several problem areas are typically identified for serious juvenile offenders and their families. Additional information about MST is available via the Internet at www.mstservices.com.

4.6 Access to Program

A. Geographic area.

The Bidder shall provide services described herein in the following geographic area: Wyandotte county primary. If Wyandotte County cannot generate sufficient referrals to maximize program capacity, a secondary group of referrals may be provided from surrounding counties of Douglas, Leavenworth, Johnson, Miami counties. Decision to pursue secondary referrals will rest solely with JJA.

B. Location of facilities.

The Bidder shall affirm that services described herein will be provided from facilities located in Wyandotte county and provide the facility address and contact information.

C. Eligibility/capacity/determination of eligibility

The Bidder shall state agreement to the following requirements:

Eligible juvenile offenders and families:

1. Adjudicated juvenile offenders, ages 12 through 17 (at time of MST referral), who are at risk of revocation from probation or disposition to the custody of the Commissioner for out of home placement, and would benefit from MST as an alternative to out-of-home placement.
2. Adjudicated juvenile offenders, 12 through -17 (at time of MST referral), who are in an out-of-home placement and are recommended for accelerated return to the community.

Capacity:

1. During the first year of operation, the program will be expected to serve up to 48 juvenile offenders/families (initial program capacity will be 12 cases per therapist per year x four therapists).
2. After the first year of operation, the program will be expected to serve up to 60 juvenile offenders/families (program capacity will be 15 cases per therapist per year x four therapists).

Overall average duration of treatment is three (3) to five (5) months.

Determination:

1. Either the Juvenile Administrator, of Wyandotte County Community Corrections, or the MST project coordinator, Kansas Juvenile Justice Authority, will determine and document program eligibility. The Bidder agrees to accept all referrals, as capacity and allocations permit. Referrals will not be made for youth who meet exclusionary criteria of the MST Institute, as follows:
 - Youth living independently, or youth for whom a primary caregiver cannot be identified despite extensive efforts to locate all extended family, adult friends and other potential surrogate caregivers.
 - Youth referred primarily due to concerns related to active suicidal, homicidal, or psychotic behaviors or whose psychiatric problems are the primary reason leading to referral, or who have severe and serious psychiatric problems.
 - Juvenile sex offenders, where sex offending is in absence of other delinquent or antisocial behavior.
 - Youth with pervasive developmental delays.

If bidder believed that a referral met the above criteria, they will be permitted to request a review by the Kansas Juvenile Justice Authority MST Project Coordinator. The decision of the MST Project Coordinator under terms of this contract will prevail.

2. All youth and families who enter the MST Program shall be asked to sign an agreement or contract verifying their willingness to participate in the program and comply with all program requirements.

3. The Bidder shall be required to work with families who are reluctant to participate and may be uncooperative.

4.7 Licensing and Program Requirements

Vendor must be licensed by MST Services prior to program startup. The bidder must state agreement to this requirement in the proposal, but holding a license at the time of proposal submission is not required. A letter of support for this proposal is recommended from MST Services, 710 Johnnie Dodds Blvd., Suite 200, Mt. Pleasant, SC 29464; (843) 856-8226. Administratively, the relationship is structured as a license agreement for MST between the Medical University of South Carolina (MUSC) and the bidder organization. MST Services is the MUSC-affiliated organization that grants these license agreements and provides the sole program development and training services in MST throughout the United States and internationally.

4.8 Delivery of Multisystemic Therapy (MST)

The Bidder shall state agreement to the following requirements for Quality Assurance.

A. Referral process

MST referrals will originate from agencies listed above in section 4.6 C. The Bidder shall coordinate with the appropriate referring agency. All referrals shall be accepted by the Bidder, as capacity and allocations permit.

B. Staff training and education requirements and organizational structure:

- 1) The Bidder MST program staff shall be trained by MST Services of Charleston, South Carolina (contact person, Marshall E. Swenson, Manager of Program Development, 843-856-8226) or a licensed MST Network Partner organization. The cost of this training is to be included in the budget proposed by the bidder.

This training will include both pre-service and ongoing in-service training and consultation. Training and consultation for clinical staff shall be provided in three ways.

First, five (5) days of intensive orientation training shall be provided for all staff who will engage in treatment and/or clinical supervision of MST cases. Second, one and one-half day (1 ½) booster sessions shall occur on a quarterly basis. Third, treatment teams and their supervisors shall receive weekly telephone consultation from trained MST staff.

The objectives of the initial five (5) day training program shall be:

- to familiarize participants with the scope, correlates, and causes of the serious behavior problems addressed with MST treatment;
- to describe the theoretical and empirical underpinnings of MST;
- to describe the family, peer, school, and individual intervention strategies used in MST;
- to train participants to conceptualize cases and interventions in terms of the principles of MST; and
- to provide participants with practice in delivering multi-systemic interventions.

The multi-media approach to training includes didactic and experiential components. The participants are required to practice the MST approach through critical analysis, problem solving exercises and role-plays. It is expected that participants will have read the MST treatment manual (textbook) prior to the initial training.

Quarterly booster sessions are designed to provide training in special topics related to the target populations/problems being treated by the MST therapists/clinicians, and to address issues that may arise for individuals and agencies using the approach (e.g., ensuring treatment integrity, individual and agency accountability for outcomes, inter-agency collaboration, etc.). The booster sessions are also designed to allow for discussion of particularly difficult cases.

Weekly telephone consultation is provided via one (1)-hour conference calls in which the treatment team and supervisor consult with the MST Services (or MST Network Partner) Expert regarding case conceptualization, goals, intervention strategies, and progress. The weekly consultation is designed to assist the team and supervisor in clearly articulating treatment priorities, identifying obstacles to success, and developing strategies aimed at successfully navigating those obstacles. In addition to this weekly consultation, it is expected that the contractor will provide onsite supervision by staff who have obtained an advanced degree in a clinical discipline (i.e., psychology, counseling, social work, psychiatry) and have had additional clinical experience with family-based services prior to receiving MST training.

All MST therapists/clinicians and MST supervisors shall attend all required training. All MST staff will be trained as soon as possible, but no later than 2 months after being hired to perform MST work.

- 2) MST Therapists are Master's-prepared (clinical degree) professionals. MST Clinical Supervisors are, at a minimum, highly skilled masters prepared clinicians with training in behavioral and cognitive behavioral therapies, and pragmatic family therapies (i.e. structural family therapy and strategic family therapy).

MST Clinical Supervisor have both clinical authority and administrative authority over the MST Therapists they supervise. The MST program uses outcome-focused personnel evaluation methods.

Copies of job descriptions and an organizational chart shall be included with proposal.

C. Case staffing and supervisory ratio:

- 1) Deliver MST services to up to 12 families year one (1) and 15 families year two (2) for each full-time therapist. MST Therapists do not have any non-MST program responsibilities in the agency, do not carry any additional non-MST cases, and do not have other part-time jobs outside of the agency.
- 2) Maintain a supervisory/direct service staff ratio of no more than one (1), full-time clinical supervisor to two (2) MST teams where each team consists of four (4) full-time therapists. Part-time supervisors shall be assigned 50% time for one MST team. The supervisor and MST staff will adhere to the MST treatment model. For the purposes of administering the

MST Therapist Adherence Measure to client families via phone, administrative support staff shall be available to the MST Supervisor a minimum of 10% time per MST team. This staff person shall also have access to the Internet for input and scoring of this measure.

- 3) Assign a caseload of four (4) to six (6) families to each MST therapist. Approximately 60 hours of direct contact with each family over an average of four(4) months is to be provided. The final two (2) to three (3) weeks may involve less intensive contact to monitor the maintenance of therapeutic gains.
- 4) Have MST therapists available to the client/family 24 hours per day, seven (7) days a week. Each MST therapist shall be available to the clients specifically assigned to them. A rotating on-call schedule should be used for the therapist's vacation and personal time off. MST Therapists are allowed to work a flexible schedule as needed to meet the needs of the families they are serving. Each staff must have use of either a cell phone or pager so that clients can contact them quickly and conveniently.
- 5) Regularly schedule weekly team meetings involving all MST staff, including the MST supervisor, for the purpose of reviewing individual case progress, and consulting on caseworker/client manager plans, action steps and activities needed on MST cases. Emphasis shall be on the MST clinical supervision of all active cases and on developing outcome-focused weekly plans to achieve client/family goals.
- 6) Consult at a minimum of once monthly with the assigned department worker for the purpose of case reviews, program compliance, training and other department issues.

D. Service plan development

- 1) Identify the multiple determinants of anti-social behavior for each case.
- 2) Identify and document the strengths and needs of the adolescent, family, and the extra-familial systems (example, peers, school, neighborhood, etc.).
- 3) In collaboration with family members, identify and document problems throughout the family and extra-familial systems (example, peers, school, neighborhood, etc.) that explicitly need to be targeted for change.
- 4) Require MST therapists to write a service plan for each family. This plan shall incorporate the desired outcomes of the key participants/ stakeholders involved in the family's treatment (e.g. parents, probation, social services, school personnel, etc.). This plan shall be sent to the referring agency caseworker/client manager within five (5) days from the time of referral to MST. The treatment plan will identify family/client strengths, help the client/family define specific goals, provide instruction in ways to prevent the recurrence of delinquent behavior and other family conflict, and set up resources and skills to maintain ongoing progress.
- 5) Have the MST supervisor review and approve all service plans.
- 6) Referrals to non-MST compatible programs (e.g. any form of mandated group treatment, day treatment programs, etc.) are not made while youth are in MST. Especially on a "standard" or routine basis.

- 7) MST program discharge criteria are outcome-based rather than duration-focused.
- 8) Referrals for additional services after clients are discharged from the MST program are carefully planned and limited to those that can accomplish specific, well-defined goals. The assumption is that most MST cases should need minimal “formal” after-care services.

E. Multisystemic Therapy Services

- 1) Have MST therapists attempt face-to-face contact with each family within 24 hours (immediately, if an emergency) from time of referral to MST. If unable to make face-to-face contact within 24-72 hours, the referring unit of the agency shall be notified immediately.
- 2) Provide comprehensive MST treatment to each family that is individualized and family-centered. The treatment process shall begin with goal setting that addresses the changes that the family would like to see over the treatment period (typically, approximately four months). This process shall focus on specific areas of action to be addressed on a daily or weekly basis. Any barriers to treatment success shall be addressed as soon as they are identified.
- 3) Collaborate with the family in developing an enduring social support network in the natural environment.
- 4) With the buy-in of other organizations and agencies, MST is able to “take the lead” for clinical decision making on each case. Stakeholders in the overall MST program have responsibility for initiating these collaborative relationships with other organizations and agencies while MST staff sustains them through ongoing, case-specific collaboration.
- 5) Have MST therapists provide a range of goal-directed services to each client/family that may include but shall not be limited to:
 - a) Improving parenting practices.
 - b) Increasing family affection
 - c) Decreasing association with deviant peers.
 - d) Increasing association with pro-social peers.
 - e) Improving school/vocational performance.
 - f) Engaging youth/family in positive recreational activities.
 - g) Improving family/community relations.
 - h) Empowering family to solve future difficulties.
 - i) Teaching appropriate parenting skills, such as:
 - Alternatives to corporal punishment
 - Appropriate supervision of children
 - Age appropriate expectations
 - Choices and consequences
 - Display of greater parent/child affection and trust.
 - j) Family and marital interventions consistent with MST principles.
 - k) Individual interventions for parents and youth consistent with MST principles.
 - l) Aiding the family in meeting concrete needs such as housing, medical care and legal assistance and assisting in making available follow-up support resources as needed.

- m) Teaching the family organizational skills needed to provide a positive environment (example, teaching budgeting skills, etc.).
- n) Referring and linking the family with follow-up services when necessary to ensure continued success meeting the family's MST treatment goals.
- o) Transporting youth/family when necessary and facilitating family plans to access transportation themselves on an ongoing basis. This must include allowing staff to use their personal vehicles to transport clients.
- p) Providing service in the client's home, or, at the client's request, a location mutually agreed upon by the therapist and client.
- q) Have MST therapists provide service to the youth/family for an average of four months. If needed, a family responding positively to treatment, may receive services for a longer duration for more difficult problems, if approved in writing by the referring agency.
- r) Termination or extended services request
 - At the end of four months, submit a progress report to referring agency.
 - Discuss termination recommendations with the referring agency representative, in person. The staffing shall occur no later than seven days prior to anticipated closure of the case. A written termination report, using the required format, shall be submitted to the referring worker no later than seven days after the case closure. The client's family may be invited to attend the staffing. The termination report shall be approved, in writing, by the MST supervisor.
 - Conduct a termination interview with the family to summarize the progress made during treatment, options to maintaining progress, and the family's satisfaction with the MST services provided. The referring caseworker/client manager should be invited to the termination interview.
 - Contact the youth and the most involved parent in each family served by MST and administer a follow-up evaluation at three (3), six (6) and twelve (12) months after termination according to guidelines established by the department/agency contract. If a home visit is not possible, a telephone contact shall be made and documented. This evaluation shall determine the status of the family and whether placement of the youth has occurred.

4.9 Quality assurance requirements:

The Bidder shall state agreement to the following requirements for Quality Assurance.

- A. Register the program and all staff at the MST Institute (www.mstinstitute.org) (This not an active link, please copy and paste into internet browser.)
- B. Register each family treated at the MST Institute secure website using HIPPA approved procedures.
- C. Complete termination summaries on all families and close out each terminated family on the MST Institute secure website.
- D. Complete yearly evaluations of workers to assess knowledge of and compliance with, MST philosophy and intervention strategies. MST adherence data may be used as part of this worker evaluation.

- E. Participate in quality assurance evaluation activities as designated by the agencies. Activities include, but are not limited to group meetings, site visitations, audio-taped reviews of direct sessions, and peer review of policies and procedures.
- F. Monitor the adherence of program staff to the MST model by collecting the MST Therapist Adherence Measure -Revised (TAM-R) data as specified by MST Services. In addition, MST therapists are required to complete the MST Supervisory Adherence Measure (SAM) at least bi-monthly by logging on directly to the MST Institute website.
- G. The bidder must contract with the MST Institute for the collection of TAMs using a designated call center. The bidder must state that full cooperation will be offered to assure timely collection of TAM-R data.

4.10 Records maintenance and reporting:

The bidder shall state agreement to maintaining and reporting the following.

- A. Maintain a case record for each case accepted. This record shall include, but is not limited to, the following:
 - 1) Client referral sheet.
 - 2) Date of initial request for service.
 - 3) Results of the strength and needs assessment.
 - 4) Service plan.
 - 5) Goal attainment summary.
 - 6) Family's response.
 - 7) Ongoing progress reports, at least monthly, detailing:
 - Specific interventions used and outcomes
 - Notation of every contact (MST treatment logs) to include date, time and duration of contact.
 - Placement status determination, including date.
 - 8) Termination summary.
 - 9) Other material as may be specified by the referring agency/department.
 - 10) Collect, maintain and report to the agency, on a quarterly basis, information documenting progress towards achieving the outcome objectives cited in 5.11 Outcome objectives.
 - 11) Allow Kansas Juvenile Justice Authority (JJA) representatives full access to all case files and administrative records for the purpose of contract monitoring.

4.11 Outcome objectives:

The bidder shall state agreement to establishing performance indicators and targets as set by the MST Institute and summarized below. Further, to meeting a level of achievement by the end of year one, set at the overall averages (column 4 of chart below) achieved by MST programs across the nation. Second or subsequent years must meet or exceed the target level and will be adjusted annually based upon the most recent available data by the MST Institute.

Item #	Performance Indicator	Target
1	Percent of youth living at home	90%
2	Percent of youth in school and/or working	90%
3	Percent of youth with no new arrests	90%
4	Overall average adherence score	0.61
5	Percent of clients reporting adherence above threshold	80%
6	Percent of youth with at least one TAM-R interview	100
7	Percent of youth completing treatment	85%
8	Percent of youth closed due to lack of engagement	<5%
9	Percent of youth placed during treatment	<10%
10	average length of treatment in days	100-140

Based upon MST Performance Dashboard data for January 1 through December 31, 2011 available at <http://www.mstinstitute.org/MST%20Data%20Report%202011.pdf>

4.12 Technical Assistance from MST Services

Bidders are free to contact MST Services for technical assistance in the completion of this proposal. The contact information is:

For more information visit www.mstservices.com , or contact:

**Marshall E. Swenson, Vice President
Manager, New Program Development**
MST Services
710 Johnnie Dodds Blvd., Suite 200
Mt. Pleasant, SC 29464
Tel: (843) 856-8226, ext. 215
Fax: (843) 856-8227
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**Melanie Duncan, Ph.D., Coordinator
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Email: <mailto:melanie.duncan@mstservices.com>

5. COST SHEET

Bidder Name: _____

Bidder Status: For Profit Not for Profit

5.1 Method of Reimbursement

The Kansas Juvenile Justice Authority (JJA) seeks bidders who will agree to payment on an actual costs basis. Each bid shall include a budget for the maximum costs associated with delivery of MST. Successful bidder will be reimbursed on a monthly basis for the actual expenses incurred in delivery of MST under this contract. Reimbursement data will be submitted to JJA by the 10th of the month following the expenditures (i.e. July expenses by August 10th) and paid by JJA in accordance with the Kansas prompt payment act (K.S.A. 75-6401 to 75-6407) days of receipt. Typical processing times for JJA are less than required by law at less than 14 days. Receipts will not be included with each monthly submission, but shall be retained during the period of this contract and are subject to periodic review by JJA staff to verify the expenses incurred. Total payments shall not exceed the budget submitted.

5.2 Budget

Two (2) budgets are required for each proposal:

- A. JJA will provide for payment of “start-up” costs to include but not limited to: recruiting/hiring of MST staff, limited appropriate equipment, fees paid to the MST Institute for training and related travel to obtain licensure, and for staff salary/benefits costs for the MST team (i.e. the therapists, clinical supervisor, administrative support) during period of training required to obtain license. This budget shall cover expenses for the period from date of contract award to MST Program Start date.

Budget Item	Start-Up Budget for MST
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Personnel	\$
Travel & Subsistence	\$
Equipment	\$
Supplies	\$
Contractual/Professional	\$
Training & Education	\$
Rental Costs	\$
Communications	\$
Other	\$
	\$
Sub Total Budget	\$

Administration Costs	\$
Profit Budgeted by Bidder (if applicable)	\$

Total Budget	\$
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- B. Budget for the direct delivery of MST services for referred juvenile offenders/families. This budget shall cover annual expenses for a period of one (1) year from the Program Start date. This proposal shall include adequate “flex funds” allocated per family (recommended \$100 per family served) to allow therapists to use funds for purposes such as engagement building and one-time help for families with pressing practical needs.

Budget Item	Annual Budget for Direct Delivery of MST
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Personnel	\$
Travel & Subsistence	\$
Equipment	\$
Supplies	\$
Contractual/Professional	\$
Training & Education	\$
Rental Costs	\$
Communications	\$
Other	\$

Sub Total Budget	\$
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Administration Costs	\$
Profit Budgeted by Bidder (if applicable)	\$

Total Budget	\$
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5.3 Budget Narrative

Explanation of Budget Items is required for both the Start-up and Annual budgets. Provide a detailed explanation of each budget line-item, to include total number of positions funded, how the amount was calculated, and the reason for including in the budget.

A. Start-up Budget Narrative:

1. Personnel:
2. Travel/Subsistence pursuant to <http://da.ks.gov/ar/employee/travel/travbkSMART13.htm>:
3. Equipment:
4. Supplies:
5. Contractual/Professional:
6. Training and Education:
7. Rental Costs:
8. Communications:
- ~~9. Prevention Programs:~~
10. Other:
11. Administration Costs:
12. Profit Budgeted by Bidder:

B. Annual Budget Narrative:

1. Personnel:
2. Travel/Subsistence:
3. Equipment:

4. Supplies:

5. Contractual/Professional:

6. Training and Education:

7. Rental Costs:

8. Communications:

~~9. Prevention Programs:~~

10. Other:

11. Administration Costs:

12. Profit Budgeted by Bidder:

5.4 Budget for Annual Renewal periods

Each proposal shall specify if the above budget for direct delivery of MST services is the proposed rate for each of the potential one year renewal options, or if not specify a percentage increase for each year.

5.5 Bid Inclusive of all Costs

The bidder shall state agreement that all costs for MST are included in this proposal. No bidder shall bill outside sources for any portion of MST (ex. KANCARE, participant insurance, or other grant sources) or assign fees to the juvenile offender/family or other persons for MST.

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.